

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
11475 OC

PAGE 1 OF 5	ORDER DATE 10/27/05
BUSINESS UNIT 9000	BUYER CONNIE HEINRICHS

VENDOR ADDRESS:

AFL, LLC
DBA ANDERSON FORD
2500 WILDCAT DR
LINCOLN NE 68521-5807

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

2006 PRODUCTION YEAR

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

AWARDED FROM: 1046 OF

2006 7 PASSENGER, 4 BUCKET SEATS, FRONT WHEEL DRIVE MINIVAN as per the attached specifications for the 2006 Production Year.

See attached Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Ford Freestar

Delivery: 60-90 Days After Receipt of Order

***** PRIMARY CONTRACT AWARD *****

VENDOR CONTACT: Don Doser

PHONE: 402-610-1447

FAX: 402-458-9834

Line	Description	Est. Qty	UM	Unit Price
1	2006 Minivan, FWD Ford Freestar	20	EA	15,590.0000

Connie Heinrichs
BUYER
MATERIEL ADMINISTRATOR

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PAGE 2 OF 5	ORDER DATE 10/27/05
BUSINESS UNIT 9000	BUYER CONNIE HEINRICHS

Line	Description	Est. Qty	UM	Unit Price
	Original/Bid Document 1046 OF, Original Line # 1			
	2006 Minivan, Front Wheel Drive, 7 Passenger with 4 Bucket Seats			
	Make: Ford			
	Model: Freestar			
	Series, Code, Trim Level: SE			
	Engine: 3.9			
	EPA: 23			
	Type of rear door used: Lift Door			
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
	***** OPTIONS BID LIST *****			
2	engine (other gas)	20	EA	1,000.0000
	Original/Bid Document 1046 OF, Original Line # 3			
	Engine Size: 4.2 OMV V-6 SPI			
3	heavy duty bench front seat w/ lumbar support (deduct)	20	EA	100.0000-
	Original/Bid Document 1046 OF, Original Line # 5			
4	7-passenger with heavy duty cloth bench seats (deduct)	20	EA	.0000
	Original/Bid Document 1046 OF, Original Line # 7			
5	exterior mirrors (deduct), two remote controlled	20	EA	.0000
	Original/Bid Document 1046 OF, Original Line # 8			
6	engine block heater (gas) factory or dealer installed	20	EA	250.0000
	Original/Bid Document 1046 OF, Original Line # 20			
7	full-size spare tire (can be	20	EA	460.0000

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BUSINESS UNIT 9000	BUYER CONNIE HEINRICH

Line	Description	Est. Qty	UM	Unit Price
	steel rim)			
	Original/Bid Document 1046 OF, Original Line # 22			
8	trailer towing package	20	EA	550.0000
	Original/Bid Document 1046 OF, Original Line # 26			
	Equipment included: Hitch			
9	trailer receiver hitch & wiring harness (required)	20	EA	250.0000
	Original/Bid Document 1046 OF, Original Line # 27			
10	power electric seats	20	EA	383.0000
	Original/Bid Document 1046 OF, Original Line # 28			
11	factory floor mats, front and rear (deduct)	20	EA	5.0000-
	Original/Bid Document 1046 OF, Original Line # 33			
12	additional remote fob from mfg	20	EA	100.0000
	Original/Bid Document 1046 OF, Original Line # 35			
13	tube of touch-up paint	20	EA	15.0000
	Original/Bid Document 1046 OF, Original Line # 36			
14	second power outlet in rear of vehicle	20	EA	250.0000
	Original/Bid Document 1046 OF, Original Line # 40			
15	protective safety cage behind driver's seat	20	EA	950.0000
	Original/Bid Document 1046 OF, Original Line # 45			
16	in-floor, seat storage conversion system	20	EA	.0000
	Original/Bid Document 1046 OF, Original Line # 46			
	In-floor, seat storage conversion system (passenger to cargo)			
17	equip/engine svc repair manual	20	EA	450.0000
	Original/Bid Document 1046 OF, Original Line # 47			

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BUSINESS UNIT 9000	BUYER CONNIE HEINRICHS

Line	Description	Est. Qty	UM	Unit Price
18	equip/engine svc repair manual on CD rom	20	EA	650.0000
Original/Bid Document 1046 OF, Original Line # 48				
19	equip/engine parts manual	20	EA	450.0000
Original/Bid Document 1046 OF, Original Line # 49				
20	equip/eng parts manual CD rom	20	EA	650.0000
Original/Bid Document 1046 OF, Original Line # 50				
21	factory operating time schedule (flat rate labor)	20	EA	85.0000
Original/Bid Document 1046 OF, Original Line # 51				
22	two sets of keys per vehicle (deduct)	20	EA	2.0000-
Original/Bid Document 1046 OF, Original Line # 54				
23	drop shipment charge for outside Lincoln	20	EA	450.0000
Original/Bid Document 1046 OF, Original Line # 55				
Additional costs of charges for vehicle drop shipment outside the Lincoln area. Drop shipment charges would be for vehicles bought by political entities and other Divisions of Government.				
24	heavy duty suspension	20	EA	500.0000
25	standard tinted safety glass (deduct)	20	EA	550.0000-

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STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract. The provisions of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 04/2005

2006 Front Wheel Drive, 7-Passenger, 4 Bucket Seats, Minivan

OPTIONS BID LIST

The options shall meet or exceed the following requirements that are exceptions to specification and must be **FACTORY INSTALLED**. Quotes must be furnished if available for items listed below, if not included as standard equipment or required in main part of this specification.

KEY - If no price is indicated in Unit Price choose from the following:

N/C = No Charge

STD = Standard in Base Price

N/A = Not Available from Dealer/Mfg.

N/APP = Not Applicable to Spec/Option

On-Line - N/C, no additional charge

On-Line - Charge, indicate price

If unit will seat more than 7 passengers, state number of passenger's: _____

PLEASE STATE TYPE OF REAR DOOR BEING USED: LIFT DOOR

Alternate Engine Sizes:		Unit Price
1	Engine (other gas). Specify Engine Size: 4.2 OMV V-6 SPI	\$ 1000.00
2	Engine (other gas). Specify Engine Size:	\$
3	Heavy duty bench front seat W/ lumbar support (deduct)	(\$ 100.00)
4	Rear seats with heavy duty foam rubber cushions with vinyl covering. Must be quick disconnect.	\$ N/A
5	7-passenger with heavy duty cloth bench seats (deduct)	(\$ 0)
6	Two electric remote controlled exterior mirrors (deduct)	(\$ 0)
7	Rear lift gate with defroster, rear wiper/washer, if not standard	\$ STD
8	Door (other) Specify type of door:	\$ STD
9	Right side, center-open, hinged door	\$ N/A
10	Left hand sliding door (deduct)	(\$ N/A)
11	Rear window defrosted (deduct)	(\$ STD)
12	Rear window wiper with washer (deduct).	(\$ STD)
13	AM/FM cassette Stereo Radio (deduct)	(\$ STD)
14	AM/FM Stereo Radio (deduct)	(\$ STD)
15	Special heavy-duty suspension	\$ 500.00
16	Deduction of deep tint glass back to standard tinted safety glass	\$ 550.00
17	Dealer installed body side molding	\$ N/A
18	Factory or dealer installed engine block heater (gas engine) (If dealer installed, supply Manufacturer:	\$ 250.00
	Model:	
	Warranty:	
19	Five all-season tires, (other) Specify size:	\$

2006 Front Wheel Drive, 7-Passenger, 4 Bucket Seats, Minivan

		Unit Price
20	Full-size spare tire (can be steel rim)	\$ 460.00
21	Four full wheel covers, if not standard equipment	\$ STD
22	Rear heating and air conditioning.	\$ N/A
23	Four-speed automatic transmission	\$ N/A
24	Trailer towing package	\$ 550.00
	Please specify equipment included: HITCH	
25	Trailer receiver hitch and wiring harness (Required)	\$ 250.00
	If dealer installed, please state brand:	
26	Power electric seats	\$ 383.00
27	Heavy duty shock absorbers	\$ N/A
28	Optional, heavy duty insulation package	\$ N/A
29	Rubber or vinyl floor covering, front only	\$ N/A
30	Rubber or vinyl floor coverings, both front and rear	\$ N/A
31	Factory floor mats, front and rear (deduct)	(\$5.00)
32	Keyless remote entry (if not standard)(deduct)	(\$STD)
33	Additional remote fob from manufacturer	\$ 100.00
34	Tube of touch-up paint to match vehicle	\$ 15.00
35	Standard Paint - Attach List and Identify as No Additional Cost Paints	\$
36	Extra Cost Paint- Attach List and Identify as Extra Cost Paints	\$ N/A
37	All-Wheel Drive (AWD)	\$ N/A
38	Second Power Outlet in rear of vehicle	\$ 250.00
39	Power electric door locks (deduct)	(\$STD)
40	Power electric windows (deduct)	(\$STD)
41	Air bag, Dual (if not standard)	\$ STD
42	Anti-Lock Braking System (ABS) (deduct)	(\$STD)
43	Protective safety cage behind driver's seat	\$ 950.00
44	In-floor, seat storage conversion system (passenger to cargo)	\$ 0
45	Equipment & engine service repair manual.	\$ 450.00
46	Equipment & engine service repair manual on CD ROM	\$ 450.00
47	Equipment & engine parts manual	\$ 450.00
48	Equipment & engine parts on CD ROM	\$ 650.00
49	Factory operating time schedule (flat rate labor)	\$ 85.00
50	Extended warranties (Please specify)	\$
	4 YR. 60,000 Miles	
51	Discount for Electronic Fund Transfer payment within 10 days after receipt of vehicle. Indicate percentage of discount that will be allowed.	%
52	Deduction for delivery with only two (2) sets of keys per vehicle	(\$ 2.00)
53	Additional costs of charges for vehicle drop shipment outside the Lincoln area. Drop shipment charges would be for vehicles bought by political entities and other Divisions of Government.	\$ 450.00

**ALL EXCEPTIONS TO OPTIONS MUST BE CLEARLY INDICATED. (Example:
Units ordered with airbags may not be available with a tilt wheel and
automatic speed control).**

Pre-Award, Post-Delivery and Buy America Certifications

PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS. The Contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

(1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists a) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and cost of final assembly.

BUY AMERICA. The contractor agrees to comply with 49 U.S.C. 5323 (j)(2)(C) and 49 CFR Part 661.11 Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Buy America certification on the following page must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

Date: 10-10-05

Company Name: ANDERSON FORD

Signature of Contractor's Authorized Official: Earl Atteberry

Printed Name and Title of Contractor's Authorized Official: Earl Atteberry

Buy America

Certificate of Compliance With 49 U.S.C. 5323(j)(2)(C).

The bidder hereby certifies that it will comply with the requirements of Section of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date: 10-10-05

Company Name: ANDERSON FORD

Signature of Contractor's Authorized Official: 

Printed Name and Title of Contractor's Authorized Official: EARL ATTEBERRY

Certificate for Non-Compliance With 49 U.S.C. 5323(j)(2)(C)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR, 661.7.

Date: _____

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name and Title of Contractor's Authorized Official: _____

CERTIFICATION REGARDING LOBBYING

The undersigned {Contractor} certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds or other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, ANDERSON FORD, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Date: 10-10-05

Company Name: ANDERSON FORD

Signature of Contractor's Authorized Official: 

Printed Name and Title of Contractor's Authorized Official: Earl D. Berry

DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION

The following certification must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

The Bidder certifies that the transit vehicle(s) to be provided under this quotation will be provided by a manufacturer which is in compliance with Special Provisions for Transit Vehicle Manufacturers, Title 49 of the Code of Federal Regulations, Part 26, Subpart C, Section 26.49.

Date: 10-10-05

Company Name: ANDERSON FORD

Signature of Contractor's Authorized Official: 

Printed Name and Title of Contractor's Authorized Official: Earl Atteberry

FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

I, ANDERSON FORB certify that the vehicle bid will meet all
(Printed Name of Vendor/Agent)

appropriate Federal Motor Vehicle Safety Standards.


Signature of Contractor's Authorized Official

10-10-05
Date

**STATE OF NEBRASKA PURCHASING BUREAU
STANDARD TERMS and CONDITIONS**

These contract conditions are applicable to bid specifications for 2006 model Compact, Intermediate, and Full Size Vehicles. Compact, 1/2, 3/4 and 1 Ton Pick-Ups. Seven Passenger and One-Ton Passenger Vans. Cargo and Utility Vans. Police Cruisers and Special Service Vehicles. Sport Utility Vehicles.

1. All bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Licensing Act, Nebraska Revised Statutes, Chapter 60, Article 14. The licensing requirements must be met at time of bid opening for the bid to be valid.
2. Award is to be made to the most responsible bidder submitting the lowest base price, except the State reserves the right to split the award as follows:
 - A. Minimum of 70% to bidder with lowest base price.
 - B. Maximum of 30% to the low bidder, of another manufacturer, whose base price is within 5% of the lowest base price.
3. Listed below are the approximate units to be purchased. These amounts are estimates only; and the actual quantity ordered will vary. These estimates are based on last year's contract usage for the State of Nebraska as a whole, including the vehicles purchased by Political Subdivisions of the State of Nebraska.
 - A. Cars - 150 each
 - B. Vans - 100 each
 - C. Pick-Ups, Trucks - 300 each
 - D. Police Cruisers, Special Service Vehicles - 200 each
 - E. Sport Utility Vehicles - 30 each

An estimated 780 vehicles may be purchased from the State of Nebraska contracts for the 2006 production year.

4. The vendor to provide with bid, the build-out dates or tentative build-out dates if they are available. If not available at the time of bidding, the vendor should immediately notify DAS/Materiel Purchasing Bureau (FAX (402) 471-2089) when said information is available. Failure to provide build-out information may result in **removal of vendor from bidder's list** for next year's specifications and may affect consideration for award of future contracts.
5. Bids must be signed in ink by the bidder on the State of Nebraska's Contract Invitation to Bid form. **FAILURE TO INCLUDE THIS FORM SIGNED IN INK WILL BE CAUSE FOR REJECTION OF THE CONTRACT INVITATION TO BID RESPONSE.**
6. Contractors are to supply information regarding contract usage by State Agencies, Boards, and Commissions including Political Subdivisions of the State of Nebraska. Information must include the following: Agency or Political Subdivisions etc., units purchased and dollar amount. Information must be provided to State Purchasing Bureau by no later than sixty (60) days after the build out date.

2006 Front Wheel Drive 7-Passenger Minivan with Four Bucket Seats

**STATE OF NEBRASKA PURCHASING BUREAU
STANDARD TERMS and CONDITIONS**

7. Any questions regarding this bid should be directed to:
- | | | |
|-------------------------|----|-------------------------|
| Connie Heinrichs, Buyer | OR | Ruth Gray, Buyer |
| State Purchasing Bureau | | State Purchasing Bureau |
| 402-471-0975 | | 402-471-0974 |
8. Contract may be cancelled by either party with thirty (30) days written notice.
9. Once contracts are awarded, purchase orders issued by ordering agencies should include, vehicle description, number of units ordering, shipping and, billing location, contact name and phone number, and related information.
10. Contractor is to provide manufacturer's order number to the purchasing agency or political subdivision within five (5) business days after the purchase order is received.

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

The vehicle furnished under this specification shall be the latest model, standard production units, offered to the general trade, equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type of vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory. "Stripped" van versions are specifically excluded.

Engine bores, main bearings, connecting rod bearings and wrist pins shall not exceed the manufacturer's established size tolerances.

All vehicles offered must meet or exceed the following minimum specifications. It is intended the manufacturer will build the van to these specifications and the selling or servicing dealer will be required only to perform the normal pre-delivery service and not be required to modify, alter, exchange, assemble, install or paint various components to meet these specifications.

RIGHTS

The State of Nebraska reserves the right to waive technicalities and to reject any or all bids.

NON-COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be written on or attached to Invitation to Bid. Non-compliance can void your bid response.

ACCEPTABLE MODELS

All vehicles that meet or exceed these specifications may be bid on this invitation.

DELIVERY

Between 9:00 AM and 3:00 PM, daily except Saturday, Sunday and holidays, AFTER SERVICING AND READY TO DRIVE, with not less than five gallons of gasoline. Deliveries desired prior to 120 days after receipt of order; quoted deliveries beyond 120 days are an award consideration. All deliveries shall be scheduled with agency representative. The vehicles shall not have over 200 miles on the odometer at the time it is officially accepted.

Vehicles will not be accepted if all paper work is not with the vehicle at time of delivery. Dealer still owns the vehicles until buyers sign all required paper work.

FACTORY INSTALLATION

If manufacturer has requirements available from factory, then item must be FACTORY-INSTALLED; if factory-installation is not available, then it must be noted as a dealer-installation and an exception.

Vans shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel systems, engines, and accessories, and to possess the capability of operating on lead-free gasoline and gasohol/ethanol.

All vehicles shall comply with all current provisions of the National Traffic and Motor Vehicles Safety Act, and applicable provisions of the USEPA Emission Standards.

A separate bid is requested if the manufacturer is producing fuel-flexible E85 motor vehicles (units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded Gasoline without additional change or conversion). A SEPARATE CONTRACT MAY BE AWARDED.

**STATE OF NEBRASKA PURCHASING BUREAU
STANDARD TERMS and CONDITIONS**

These contract conditions are applicable to bid specifications for 2006 model Compact, Intermediate, and Full Size Vehicles. Compact, 1/2, 3/4 and 1 Ton Pick-Ups. Seven Passenger and One-Ton Passenger Vans. Cargo and Utility Vans. Police Cruisers and Special Service Vehicles. Sport Utility Vehicles.

1. All bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Licensing Act, Nebraska Revised Statutes, Chapter 60, Article 14. The licensing requirements must be met at time of bid opening for the bid to be valid.
2. Award is to be made to the most responsible bidder submitting the lowest base price, except the State reserves the right to split the award as follows:
 - A. Minimum of 70% to bidder with lowest base price.
 - B. Maximum of 30% to the low bidder, of another manufacturer, whose base price is within 5% of the lowest base price.
3. Listed below are the approximate units to be purchased. These amounts are estimates only; and the actual quantity ordered will vary. These estimates are based on last year's contract usage for the State of Nebraska as a whole, including the vehicles purchased by Political Subdivisions of the State of Nebraska.
 - A. Cars - 150 each
 - B. Vans - 100 each
 - C. Pick-Ups, Trucks - 300 each
 - D. Police Cruisers, Special Service Vehicles - 200 each
 - E. Sport Utility Vehicles - 30 each

An estimated 780 vehicles may be purchased from the State of Nebraska contracts for the 2006 production year.

4. The vendor to provide with bid, the build-out dates or tentative build-out dates if they are available. If not available at the time of bidding, the vendor should immediately notify DAS/Materiel Purchasing Bureau (FAX (402) 471-2089) when said information is available. Failure to provide build-out information may result in **removal of vendor from bidder's list** for next year's specifications and may affect consideration for award of future contracts.
5. Bids must be signed in ink by the bidder on the State of Nebraska's Contract Invitation to Bid form. **FAILURE TO INCLUDE THIS FORM SIGNED IN INK WILL BE CAUSE FOR REJECTION OF THE CONTRACT INVITATION TO BID RESPONSE.**
6. Contractors are to supply information regarding contract usage by State Agencies, Boards, and Commissions including Political Subdivisions of the State of Nebraska. Information must include the following: Agency or Political Subdivisions etc., units purchased and dollar amount. Information must be provided to State Purchasing Bureau by no later than sixty (60) days after the build out date.

STATE OF NEBRASKA PURCHASING BUREAU
STANDARD TERMS and CONDITIONS

- Page 4

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

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2006 Front Wheel Drive 7-Passenger Minivan with Four Bucket Seats

STATE OF NEBRASKA PURCHASING BUREAU SPECIFICATIONS

Meets Specification - Please Indicate - (If other explain on comment line).

All items listed below are required. If there is an exception, a detailed explanation must be provided.

Yes	Exception	
		1) BODY
<u>X</u>	_____	A. Color: Body color and interior trim will be selected from manufacturer's standard colors. (Note: Attached color charts shall be considered manufacturer colors with no extra cost unless specified in the options).
<u>X</u>	_____	B. Glass: Approved tinted safety glass shall be required in all doors, windows, and windshields. Sunscreen glass (darkest tint of privacy glass) on side and rear windows required.
<u>X</u>	_____	C. Insulation: Heavy duty insulation in roof, floor, sidewalls and doors must be furnished as standard on passenger vans. Full-length headliner to be furnished.
<u>X</u>	_____	D. Doors: Right and left side sliding doors required for passenger use.
<u>X</u>	_____	E. Seats: The unit shall be equipped with foam rubber cushions, with cloth covering with vinyl trim. The two front seats and the two center seats are to be high back bucket or captain's chair type, with two arm rests on each seat and lumbar support if factory available. All rear seats shall be quick-disconnect type.
<u>X</u>	_____	F. Arm Rests: Required on both left and right-hand sides of each front seat.
<u>X</u>	_____	G. Sun Visors: Dual, padded.
<u>X</u>	_____	H. Mirrors: Interior adjustable, day and night tab (selector type, non-glare). Outside rearview mirrors of electric remote control type mounted on left and right sides of vehicle.
<u>X</u>	_____	I. Power Outlet: Required.
<u>X</u>	_____	J. Seat Belts: Individual lap/shoulder for all seats as applicable per seat occupancy with standard automatic retractors.
<u>X</u>	_____	K. Horn: Factory horn required.
<u>X</u>	_____	L. Windshield Wipers and Washer: Multiple-speed electric with washer and intermittent or delay capability. Rear window wiper and washers required.
<u>X</u>	_____	M. Air Conditioner: Best grade factory installed air-conditioning, manually controlled, to include all items normally included in the factory package.
<u>X</u>	_____	N. Heater: A fresh air type heater with windshield defroster shall be installed.
<u>X</u>	_____	O. Rear Window Defroster: Required.
<u>X</u>	_____	P. Radio: Manufacturer's standard factory installed AM/FM/CD Stereo radio.

2006 Front Wheel Drive 7-Passenger Minivan with Four Bucket Seats

STATE OF NEBRASKA PURCHASING BUREAU SPECIFICATIONS

Yes Exception

1) BODY (continued)

- | | | |
|----------|-------|---|
| <u>X</u> | _____ | Q. Lights: Halogen high beam headlights with low beam; back up lights; dome light. Directional signals to be complete with front and rear lights, self-canceling control lever on the steering column. Hazard lights. Daytime running lights if available. |
| <u>X</u> | _____ | R. Floor Coverings: <u>Passenger Van</u> : Full-length carpeting, both front and rear, required. Motor vehicle shall be delivered with factory floor mats (fronts and rear), required. If unavailable manufacturer accessory floor mats (through dealer parts room) are acceptable. |
| <u>X</u> | _____ | S. Electric Power Locks: Factory keyless remote Power locking system and three (3) sets of keys per vehicle required. |
| <u>X</u> | _____ | T. Hood Release: Inside. |
| <u>X</u> | _____ | U. Automatic Speed control: Required. |
| <u>X</u> | _____ | V. Airbag: Driver and passenger side required. |
| <u>X</u> | _____ | W. Fuel Tank: Minimum, 20-gallon regular model. |
| <u>X</u> | _____ | X. Side Moldings: Protective side moldings required. |
| <u>X</u> | _____ | Y. Power Windows: Electric power windows required. |

Comments: _____

Yes Exception

2) ENGINE AND DRIVE TRAIN

- | | | |
|----------|-------|--|
| <u>X</u> | _____ | A. Engine: Minimum standards as stated in the specifications. |
| <u>X</u> | _____ | B. Transmission: Minimum three forward Speed Automatic, with lock up converter required, if available. |
| <u>X</u> | _____ | C. Air Cleaner: Dry type. |
| <u>X</u> | _____ | D. Oil Filter: Full flow throwaway types. |
| <u>X</u> | _____ | E. Thermostat: Required as recommended for permanent-type antifreeze. |
| <u>X</u> | _____ | F. Radiator: Heaviest duty available with coolant recovery system required. |
| <u>X</u> | _____ | G. Axle Ratio: Ratio to be recommended by manufacturer. |

Comments: _____

2006 Front Wheel Drive 7-Passenger Minivan with Four Bucket Seats

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

Yes Exception 3) SUSPENSION AND RUNNING GEAR

- | | | |
|--------------|-------|--|
| <u> X </u> | _____ | A. Wheelbase: Minimum standards as stated in the specifications. |
| <u> X </u> | _____ | B. Steering: Power steering required. |
| <u> X </u> | _____ | C. Steering Wheel: Regular production model or approved deluxe wheel. Tilt steering wheel required. |
| <u> X </u> | _____ | D. Wheels: Standard original equipment wheels (4) (minimum 16"). Four-wheel covers required. |
| <u> X </u> | _____ | E. Tires: Four standard (minimum 16-inch) original or optional equipment tires shall be furnished. "Mini" or "compact" spares offered as original equipment are acceptable. All tires shall be all season steel-belted radials manufactured and labeled by a major manufacturer and installed by factory. The spare can be a steel rim. Tires should have a 50,000-mile tire rating. The inability to provide all season steel-belted radial tires as standard original or optional equipment shall be noted as an exception in the bid. |
| <u> X </u> | _____ | F. Brakes: Anti-Lock braking system required. |
| <u> X </u> | _____ | G. Suspension: Must be designed to handle passenger and cargo requirements. |

Comments:

Yes Exception 4) ELECTRICAL SYSTEM

- | | | |
|--------------|-------|--|
| <u> X </u> | _____ | A. Ignition system: 12-volt, solid state. Must be equipped with high tension, radio frequency shielded, ignition wiring. |
| <u> X </u> | _____ | B. Battery: Heavy-duty, maintenance free, minimum 500 cold cranking amps. |
| <u> X </u> | _____ | C. Alternator: Standard, required. |
| <u> X </u> | _____ | D. Voltage Regulator: Standard, transistorized and sealed. |

Comments:

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

Yes Exception 5) MISCELLANEOUS

 X

A. All mini vans shall be protected to 34 degrees below zero Fahrenheit by permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection.

 X

B. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.

 X

C. Manufacturer's standard complement of tools, bumper jack, wheel wrench, and jack handle shall be provided, together with facilities for storage.

Comments: _____

Yes Exception 6) DELIVERY

 X

A. All vehicles shall be delivered FOB destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with a minimum of five (5) gallons of gasoline in the tank. Vehicles showing lack of proper dealer pre-delivery service shall be subject to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.

 X

B. After the van has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. **IMPORTANT:** The motor vehicle shall not have over 200 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.

 X

C. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.

 X

D. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.

 X

E. Invoices shall describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

Yes Exception

6) DELIVERY (continued)

- | | | |
|--------------|-------|--|
| <u> X </u> | _____ | F. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract. |
| <u> X </u> | _____ | G. Motor vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts. |
| <u> X </u> | _____ | H. Vendor shall provide order number to the purchaser within 5 business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer. |

Comments: _____

Yes Exception 7) WARRANTY

- | | | |
|--------------|-------|---|
| <u> X </u> | _____ | A. The manufacturer's standard warranty shall apply to each vehicle (refer to item B below). Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards or delayed warranty forms with manufacturer mailing information in order to properly activate said warranty. |
| <u> X </u> | _____ | B. A minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required. A minimum of 5 years, 100,000 miles rust warranty is required. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different. |

Comments: _____

**STATE OF NEBRASKA PURCHASING BUREAU
SPECIFICATIONS**

Yes

Exception 8) SERVICE

 X

A. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.

 X

B. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: DAS/Transportation Services Bureau, DAS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.

 X

C. THE STATE OF NEBRASKA'S OBLIGATION TO PAY IS CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS FOR THAT PURPOSE. SHOULD SAID FUNDS NOT BE APPROPRIATED, THE STATE OF NEBRASKA MAY TERMINATE THIS AGREEMENT. THE STATE OF NEBRASKA WILL GIVE THE VENDOR THIRTY DAYS WRITTEN NOTICE OF SUCH TERMINATION.

 X

D. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the DAS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!

 X

E. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.

 X

F. Please complete on Option Bid List if a discount will be allowed for electronic fund transfer payment made within 10 days of receipt of vehicle.

Comments:

STATE OF NEBRASKA PURCHASING BUREAU SPECIFICATIONS

NON-COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be stated below or attached to the Invitation to Bid, in ink in a legible format. Non-compliance can void your bid response.

EXCEPTIONS/COMMENTS:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Use additional pages if needed

08/01/05

2006 FREESTAR WAGON

COLOR & TRIM AVAILABILITY

		INTERIOR COLOR	
		Flint	Pebble
SE	High Back Cloth Buckets	C6	C7
SE Appearance Pkg.	High Back Cloth Buckets	D6	D7
SEL	Low Back Cloth Buckets (includes driver power seat)	M6	M7
	Low Back Leather Seating Surfaces, Buckets (includes driver power seat, 3 rd row seat vinyl)	L6	L7
Limited	Low Back Leather Seating Surfaces, Buckets (includes driver power seat, 3 rd row seat vinyl)	L6	L7
EXTERIOR COLOR		Availability	
		Code	
SE			
Arizona Beige Clearcoat Metallic	AQ	A	A
Dark Shadow Grey Clearcoat Metallic	CX	A	A
Spruce Green Clearcoat Metallic (not available with 65A SE Appearance Package)	FS		A
* Dark Toreador Red Clearcoat Metallic	JL	A	A
Silver Birch Clearcoat Metallic	JP	A	A
* Norsesea Blue Clearcoat Metallic	KR	A	A
* Black Clearcoat (req. valid FIN) (req. 76B Front and Rear Fascia Delete)	UA	A	A
Vibrant White Clearcoat	WT	A	A
SEL			
Arizona Beige Clearcoat Metallic	AQ	B	B
Dark Shadow Grey Clearcoat Metallic	CX	B	B
Spruce Green Clearcoat Metallic	FS		B
* Dark Toreador Red Clearcoat Metallic	JL	B	B
Silver Birch Clearcoat Metallic	JP	B	B
* Norsesea Blue Clearcoat Metallic	KR	B	B
Vibrant White Clearcoat	WT	B	B
LIMITED			
Arizona Beige Clearcoat Metallic	AQ	C	C
Dark Shadow Grey Clearcoat Metallic	CX	C	C
Spruce Green Clearcoat Metallic	FS		C
* Smokestone Clearcoat Metallic	HG	C	C
* Dark Toreador Red Clearcoat Metallic	JL	C	C
Silver Birch Clearcoat Metallic	JP	C	C
* Norsesea Blue Clearcoat Metallic	KR	C	C
Black Clearcoat	UA	C	C
Vibrant White Clearcoat	WT	C	C

Molding Color Legend

- A - Black
- B - Body Color
- C - Bright/Chrome Color

★ = New for this model year.

● = Available